

ATTACHMENT A

**CAPITOL REEF NATIONAL PARK
COMMERCIAL USE AUTHORIZATION**

ADDITIONAL GENERAL CONDITIONS

1. The permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area.
2. Damages - The permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.
3. Benefit - No Member of Congress shall be admitted to any share or part of this permit or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this grant if made with a corporation for its general benefit.
4. Assignment - This permit may not be transferred or assigned without the consent of the Superintendent, in writing.
5. Revocation - This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.
6. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation [Re: 36 CFR 2.32(a)(4)].
7. Permittee will comply with applicable public health and sanitation standards and codes.
8. The Permittee and all participants authorized herein must comply with all of the conditions of the permit including all exhibits or amendments or written directions of the park Superintendent.
9. This permit is applicable only for the use of the area(s) and terms designated therein.
10. The rates for services provided by the Permittee will not be regulated by the National Park Service.
11. The Permittee will have none of the rights or privileges of P.L. 89-249, and will not be considered a concessioner to the National Park Service.
12. The Permittee must obtain all permits or licenses of State or local governments, as applicable, necessary to conduct the business activities specified above and must operate in compliance with all pertinent Federal, State, and local laws and regulations.
13. The area(s) authorized for use under this permit must be left in substantially the same condition as it was prior to the activities authorized herein, with all refuse properly disposed of, or otherwise as required by the Superintendent. Alteration of any park features (to allow set-up of equipment, enhance setting, etc.) is strictly prohibited.
14. This permit does not authorize the Permittee to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States.
15. **PAYMENT** An CUA will require the advance payment by the Permittee, of a minimum administrative fee of

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\$100.00, notwithstanding the length of the permit.

- 16 **INDEMNIFICATION** The Permittee shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Permittee, his employees, subcontractors or agents under this PERMIT.
- A. (1) The Permittee shall purchase at a minimum the types and amounts of insurance coverages as stated herein and agrees to comply with any revised insurance limits the Director may require during the term of this PERMIT.
- (2) The Permittee shall provide the Superintendent with a Statement of Insurance and Certificate of Insurance at the inception of this PERMIT and annually thereafter, and shall provide the Superintendent thirty (30) days advance written notice of any material change in the Permittee's insurance program hereunder.
- (3) The Superintendent will not be responsible for any omissions or inadequacies of insurance coverage and amounts if such prove to be inadequate or otherwise insufficient for any reason whatsoever.
- B. **PUBLIC LIABILITY** The Permittee shall provide comprehensive general liability insurance against claims occasioned by actions or omissions of the Permittee in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than **\$1,000,000 per occurrence covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the Permittee shall obtain additional insurance to restore the required limits.** An umbrella or excess liability policy, in addition to a comprehensive general liability policy, may be used to achieve the required limits.
- (1) **All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America and shall provide that the United States of America National Park Service, Capitol Reef National Park is named an additional insured.**
- (2) The Permittee shall also obtain the following coverages at the same limits as required for comprehensive general liability insurance unless other limits are specified:
- (a) General liability - **\$2,000,000**
 - (b) Automobile liability to cover all owned, non-owned, and hired vehicles - **DEPENDENT ON CAPACITY OF VEHICLE**
 - (c) Workers' compensation
17. **ANNUAL REPORT** Within sixty (60) days after the end of each year from the effective date of this permit, the Permittee shall submit an annual report which summarizes total in-park visitor use and includes gross revenues for the year. For the purpose of this permit, gross revenues are defined as:

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The total amount received, realized by, or accruing to the business operator for all sales of goods and services provided by the business operator for payment by cash, barter, or credit pursuant to the privileges granted by the permit. This includes income from subsidiary or other operations located outside of lands administered by the National Park Service to the extent that they support operations authorized by the permit.

Gross receipts generated from subsidiary or other operations located outside of the park that do not participate in the provision of the service will not be included in the calculation of revenues generated under this permit.

18. It is expressly understood that the Permittee is subject to any and all special conditions attached. [See Attachment B.]

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1. **GENERAL ADMINISTRATIVE REQUIREMENTS:**

Permittees are authorized to provide only those services indicated on approved permits.

The maximum group size for backcountry and guided bicycle trips is twelve (12) persons. Permittee employees are not included in the total number.

Activities of permittees shall be conducted in a manner that does not infringe on the experience of other park visitors.

The National Park Service assumes no obligations to maintain roads or designate areas specifically for permittees' operations.

The National Park Service will retain the option to establish user allocations in future years as such a time as volume of use may increase to levels where specific controls or use limits must be imposed.

The National Park Service reserves the right to: (a) delay, cancel or schedule any trip, and/or (b) limit the operation of permittees in specific areas or during specific time periods, and/or (c) schedule use of or close any camping area, trail, road or other area of attraction in the interest of preventing adverse environmental or sociological impact, to protect park resources, to ensure visitor safety, to facilitate research projects, or to respond to any unforeseen circumstances that may have an unfavorable impact upon the nature or purpose of such a trip. The National Park Service reserves the right to limit the size (either by vehicle or persons) of any commercial group.

2. **TRANSPORTATION SERVICES** A list of the types, numbers, and gross vehicle weight of vehicles to be used in the park to transport passengers or cargo for tours shall be provided by permittees.

When providing transportation services incidental to operations, permittees and all drivers must obtain all licenses of State or local governments, as applicable, and must operate in compliance with all pertinent Federal, State and local regulations.

3. **ADVERTISEMENTS** Permittees, in its advertisements, signs, statements, brochures, letterhead, and like materials, both oral and written, must not misrepresent in any way the accommodations provided, the status of its authorization, or the area covered by it. Permittees shall not use advertising that attempts to portray it as an agent of the National Park Service, or to use National Park Service symbols, seals or other items of identity.

4. **ACCIDENTS/EMERGENCIES** Permittees are totally responsible for protection and security of their passengers and employees within in the park. All accidents resulting in evacuation from the park, death, disappearance, or personal injury requiring a physician's attention, or property damage over \$300 must be reported to the National Park Service as soon as possible. Permittees are also responsible for making reports required by the State of Utah.

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Permittees shall conduct an investigation of all other accidents and provide the National Park Service with written documentation of the cause of the accident and steps being taken to prevent recurrence.

Permittees shall notify the nearest National Park Service contact station or uniformed employee of an emergency. Permittees shall assume financial responsibility for search, rescue, evacuation and other associated costs. This may include costs for overtime of NPS personnel, helicopters, search dog services, and other similar services.

Only the Superintendent or his/her authorized representative shall direct the use of aircraft engaged in emergency rescue operations. Aircraft may not land in the park, and supplies may not be air-dropped in the park without the Superintendent's prior approval.

5. **PROTECTION AND SECURITY** Permittees providing guided tours for the public within Capitol Reef National Park are required to comply with the provisions of the permit. The following, in addition to applicable State laws, and regulations contained in Title 36 of the Code of Federal Regulations (National Parks) and other applicable titles of the Code, shall apply to all persons using Federally owned lands commercially in the park:

The destruction, injury, defacement, removal or disturbance in any manner of any natural, paleontological, historic or archeological object or structure is prohibited. Permittees shall insure that its employees and clients leave artifacts and objects in place. If permittees observe signs of vandalism of any kind, they shall notify a park ranger as soon as practical.

Permittees shall comply with the site disclosure policy established by Capitol Reef National Park in accordance with the Archeological Resources Protection Act. Permittees will not disclose the location of archeological sites in the park except those most commonly known and easily protected (defined at Level One sites) within the park's disclosure policy. Permittees may contact the Chief Ranger's office with specific questions regarding site disclosure.

Dogs, including pack dogs, cats and other pets are not permitted to accompany commercial tours.

Possessing, using, discharging, or carrying weapons, traps, or nets is prohibited, except in accordance with a permit issued by the National Park Service.

6. **EMPLOYMENT PRACTICES** Permittees shall not employ National Park Service employees, their spouses, or their minor children in any status without prior written approval of the Superintendent.

7. **EMPLOYEE TRAINING** Permittees will insure that all employees are well informed on at least the following: (a) understanding the provisions of the Commercial Use Authorization and operating plan, (b) first-hand knowledge of the routes to be traveled, (c) the nature and purpose of the National Park Service in general and of the park specifically, (d) the park regulations applicable to all visitors of Capitol Reef National Park.

Trips must be led by a responsible employee who has a good understanding of park rules, regulations and resources; knowledge of the provisions of the Commercial Use Authorization; and sufficient experience in the park to provide the competent leadership in the park necessary to conduct such trips.

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8. **SAFETY EQUIPMENT/FIRST AID KITS** A first aid kit will be carried by each group. Each kit must contain a supply of items adequate to treat the number of persons in the group. Items to control bleeding, prevent infection, stabilize a fracture, and provide some relief to discomfort are essential.
9. **LOST AND FOUND** Lost items will be reported to the nearest National Park Service contact station or uniformed employee. Found items must, by regulation, be turned in to the nearest National Park Service contact station or uniformed employee along with information on where and when it was found.
10. **ENTRANCE FEES** When in areas of the park where entrance fees are charged, permittees shall insure that such fees are properly paid for each client.
11. **CLOSURES AND PUBLIC USE LIMITS** Participants are allowed only in those areas of the park where the general public is allowed.

The following areas are closed or restricted as indicated below. Additional locations may be closed or restricted by the posting of appropriate signs.

The following are closed areas: Behind the visitor center, in the employee housing areas, behind locked gates, beyond fences, on service roads, and in construction areas.

Parking and stopping motorized vehicles along park roads is prohibited except at designated parking areas or pull-offs.

12. **SPEED LIMITS** The speed limits for the following areas are established as prescribed below:

Capitol Reef National Park Scenic Drive: 25 or 15 miles per hour, as posted by signs.
Campground areas: 10 miles per hour, as posted by signs.
13. **NO RIGHT OF RENEWAL** No right of renewal attaches hereto. Upon expiration of this permit, the viability of this service inside the park shall be reviewed and the Superintendent shall determine if authorization of this service shall continue under a Commercial Use Authorization. If determinations are made to continue services under this type of authorization, permittees may then apply for new permits.
14. It is the permittees' responsibility to ensure that each guide is aware of these regulations.
15. **SEARCH AND RESCUE EXPENSES** Permittees shall pay the cost for any search and rescue efforts the park conducts on their behalf beyond everyday budgeted park expenses.
16. **TRIP ITINERARIES** Prior to each scheduled tour, permittees may be asked to provide the Superintendent with a trip itinerary and all required information on that itinerary
18. **MONITORING** The Superintendent shall have the right to monitor permittees' activities for compliance with

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all aspects of this permit. Tour leaders shall carry a copy of the approved IBP and present it to any park official upon request. Monitoring costs may be charged. These costs start when permittees arrive in the area to perform the permitted use and ends when the permitted use is over and permittees leaves the area. A Park Ranger would cost approximately \$50.00 per hour of monitoring.